

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

<u>In the Matter of:</u>)	
)	
U.S.A. Liquors, Inc.)	
t/a H Street Liquor)	
)	
Application for a Retailer's Class A)	
License – renewal)	Application no. 1926-03/047P
at premises)	2004-112
303 H Street, N.W.)	
Washington, D.C.)	
)	

Jin Ock Rho, President, on behalf of the Applicant

Drury Tallant, Co-Chair, on behalf of the Stanton Park Neighborhood Association Land Use Committee, and Michael Kieffer, Protestants

BEFORE: Charles A. Burger, Interim Chairperson
Vera Abbott, Member
Peter Feather, Member
Judy A. Moy, Member
Audrey E. Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The application, having been protested, came before the Board on June 11, 2003, in accordance with the D.C. Official Code Title 25, Section 601 (2001 Edition). Drury Tallant, Co-Chair, on behalf of the Stanton Park Neighborhood Association Land Use Committee, and Michael Kieffer filed timely opposition.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 16, 2003, the protestants have agreed to withdraw the protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

U.S.A. Liquors, Inc.
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Accordingly, it is this 12th day of November 2003, **ORDERED** that:

1. The protests of Drury Tallant, Co-Chair, on behalf of the Stanton Park Neighborhood Association Land Use Committee, and Michael Kieffer, are **WITHDRAWN**;
2. The application of U.S.A Liquors, Inc. t/a H Street Liquor for a retailer's class A license (renewal) at 303 H Street, N.E., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

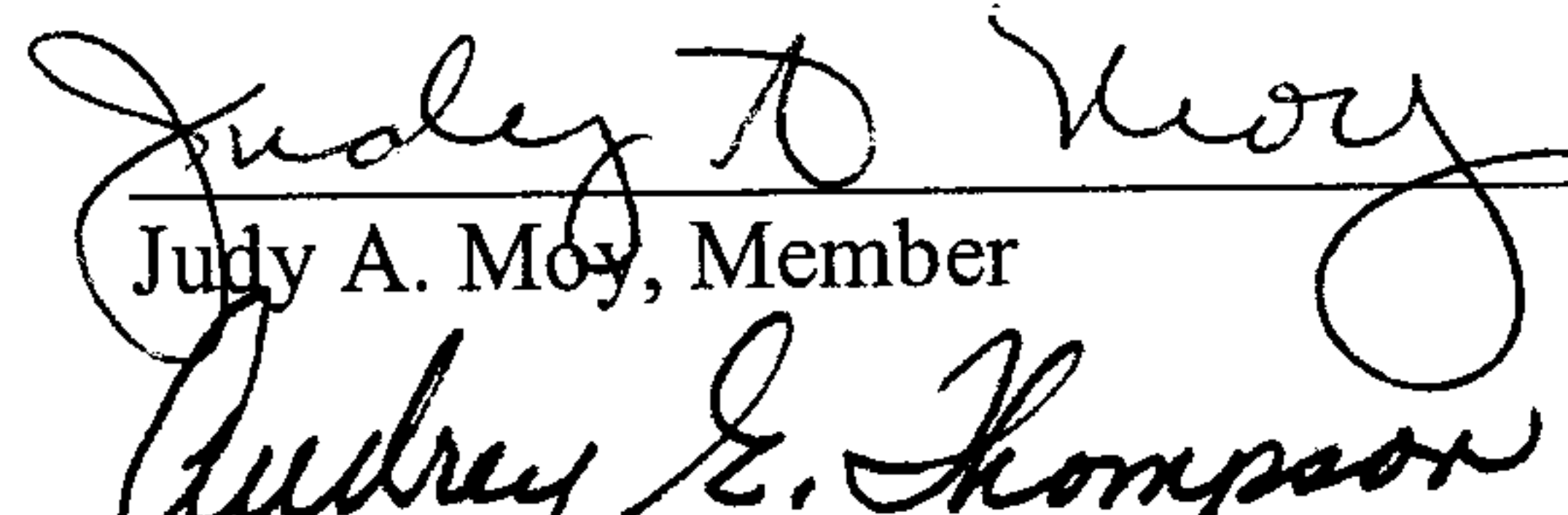
District of Columbia
Alcoholic Beverage Control Board


Charles A. Burger, Interim Chairperson

Vera Abbott, Member


Peter Feather, Member

Judy A. Moy, Member


Audrey E. Thompson, Member

ABRA
Rec'd 9/23/03
lsb

Voluntary Agreement

Re: Case No. 1926-03/04P
H Street Liquors, 303 H Street, NE (Applicant)
Stanton Park Neighborhood Association (Protestant)

August 31, 2003

ORIGINAL

This Agreement is made this 16th day of September, 2003 by and between
U.S.A. Liquors, Inc., t/a H Street Liquor Shoppe, (hereinafter referred to as "Applicant") and
Drury Tallant, Stanton Park Neighborhood Association (hereinafter referred to as
"Protestant").

WHEREAS, there is pending before the Alcoholic Beverage Control Administration an
application for renewal of the Retailer's Class "A" license previously issued at premises
303 H Street, NE, Washington, DC which said application has been protested; and

WHEREAS, the Applicant and Protestant wish to enter into a mutual and voluntary
agreement to settle their difference; and

WHEREAS, the parties desire to extend the agreement by the Alcoholic Beverage
Control Board in 1995, with modifications for the current license period,

NOW THEREFORE, in consideration of the mutual promises contained herein, in good
faith with the intent to be bound, the parties agree as follows:

1. There are no public telephones on the applicant's premise and none will be
installed during the life of this agreement. Should the protestant petition the
District of Columbia Public Service Commission to remove public phones on
public space on the northeast and southwest corners of Third and H Streets, NE,
the Applicant agrees to join in such petition and submit a letter in support of such
petition.
2. The Applicant will maintain floodlights that illuminate the parking lot on both
sides of the licensed premise and to continue to maintain them in good working
order during the life of this agreement.
3. The Applicant will constantly monitor and maintain the outside area of the
premises in a clean and sanitary condition and provide trash receptacles on the
outside of the premise for the use of its customers. The Applicant will
periodically wash, disinfect and deodorize those areas where uncontrolled
urination has occurred, and agrees to continue the daily cleaning routine with

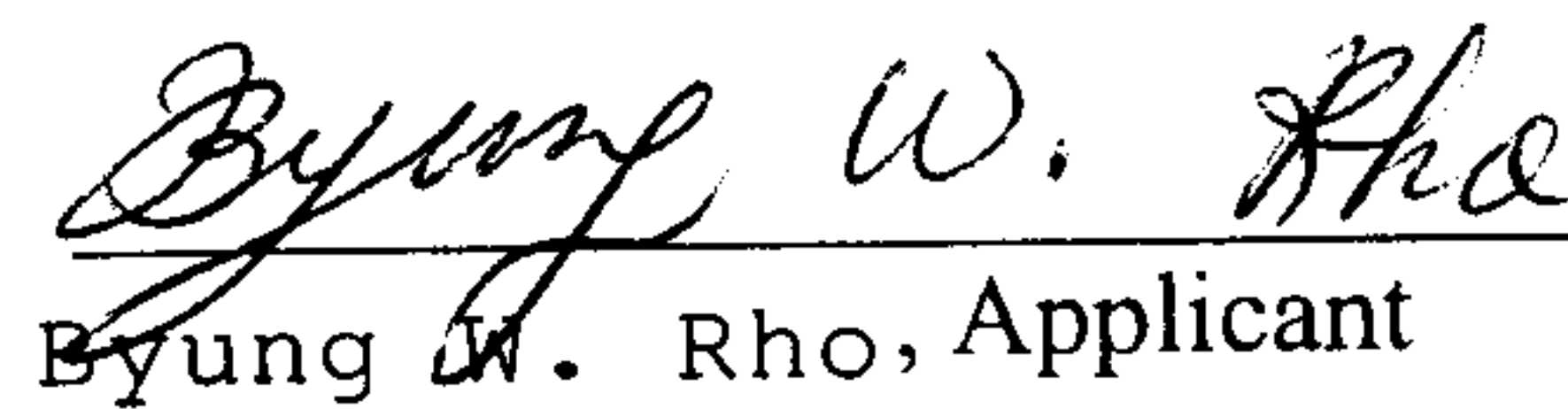
periodic washing, disinfecting and deodorizing of those areas throughout the term of the agreement.


4. During the life of the existing agreement the Applicant agrees to actively reduced the incidence of loitering on its premises by frequent monitoring of the outside of its premise, and agrees to discourage members of the public from loitering on or about the premise. The Applicant further agrees to continue its practice of selling ice in not less than five (5) pound bags and cups in quantities of not less than ten (10). The Applicant further agrees to call the police whenever the proprietors see or suspect any criminal activity on or about the license premise.
5. Although the Applicant discontinued its check cashing service several years ago and does not presently provide a check cashing service, Applicant reserves the right to do so in the future, inasmuch as there is no demonstrative proof that this service would have an adverse affect on the surrounding neighborhood.
6. Applicant has provided two durable, covered trash cans on the parking area facing Third Street, NE. The Applicant will empty these receptacles on a daily basis, and agrees to continue this practice.
7. Applicant can do nothing about the bottles and cans in the neighborhood, but nonetheless agrees to participate with the Protestant and other neighbors in neighborhood cleanup activities.
8. Protestant agrees as consideration of this agreement, to immediately notify the Applicant of any problems over which the Applicant has control, to notify the police where appropriate and to otherwise cooperate with the Applicant's efforts. The purpose of this provision is to obviate the practice of waiting two years for the license renewal period to lodge a formal protest and further agree to otherwise act at all times in good faith and fairness toward the Applicant.
9. Applicant will continue to maintain security around the perimeter of the premise to prevent parking on the lots after closing hours.
10. The Applicant will properly maintain all exterior areas, inclusive of the public space adjacent to the premise, keep these areas free of litter, and periodically perform grass cutting and weed control. The Applicant has recently repainted the building exterior and agrees to remove any graffiti in a timely manner.
11. In recognition of the chronic, uncontrolled urination on the premise, the Applicant has installed signage and artificial security cameras to discourage such activity. Protestant agrees to cooperate with Applicant in monitoring this activity and requests that Applicant attempt to identify individuals who routinely loiter and urinate on or about the premise, and to discourage said activity by those individuals.

In consideration of this Voluntary Agreement, the Protestant hereby petitions the Alcohol Beverage Control Board to withdraw his protest and to grant the renewal of the Applicant's license.

IN WITNESS WHEREOF, the parties have affixed their signatures on the day and year first above written.


Vin Ock Rho, Applicant


Byung W. Rho, Applicant


Drury J. Tallant, Protestant